

**AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company d/b/a Ameritech Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company, Southwestern Bell
Telephone, L.P. d/b/a Southwestern Bell Telephone Company¹,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

AND

Cat Communications International, Inc. d/b/a CCI

The Interconnection Agreements (“the underlying Agreements”) by and between Illinois Bell Telephone Company and Indiana Bell Telephone Company Incorporated (“ILECs”), and Cat Communications International, Inc. d/b/a CCI (“CLEC”), approved, respectively, by the Illinois Commerce Commission and Indiana Utilities Regulatory Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE UNDERLYING AGREEMENTS

- 1.1 The Indiana and Illinois Pricing Schedules are amended by adding rates that are associated with the Reference Rater Language (See Attached).

2.0 MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company (“SWBT”).

- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- 2.3 This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (ICC) and the Indiana Utilities Regulatory Commission (IURC).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Cat Communications International, Inc.
d/b/a CCI**

*** Illinois Bell Telephone Company,
Indiana Bell Telephone Company
Incorporated
by SBC Telecommunications, Inc.,
it's authorized agent**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.